

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

MIGUEL CARRANZA-MOLINA,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
KIMBERLY DAWN WOOD and STUDENT	§	Civil Action No. 1:13-cv-01068
TRANSPORTATION OF AMERICA, INC.,	§	
	§	
Defendants.	§	

PLAINTIFFS' ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT:

Plaintiff MIGUEL CARRANZA-MOLINA files this lawsuit against Defendants KIMBERLY DAWN WOOD and STUDENT TRANSPORTATION OF AMERICA, INC., showing the Court and Jury the following in support thereof:

I. PARTIES

1. Plaintiff Miguel Carranza-Molina ("Carranza") resides in the Western District of Texas.
2. Defendant Kimberly Dawn Wood ("Wood") resides in the Western District of Texas and may be served at her last known address of 203 South Shore Road, Bastrop, Texas 78602. *Service is hereby requested at this time.*
3. Defendant Student Transportation of America ("STA") is a Delaware corporation with its principal place of business in the state of New Jersey. Defendant STA may be served through Corporation Service Company dba CSC – Lawyers Incorporated at 211 E. 7th Street, Suite 620, Austin, Texas 78701. *Service is hereby requested at this time.*

II. JURISDICTION AND VENUE

4. This is an action for damages in excess of \$75,000.00 pursuant to 28 U.S.C. § 1332.

5. This Court has general personal jurisdiction over Defendant Wood as she resides in the Western District of Texas.

6. This Court has diversity jurisdiction over Defendant STA as it is a Delaware corporation with its principal place of business in the state of New Jersey.

7. This Court has specific *in personam* jurisdiction over all Defendants because this cause arises out of conduct that caused serious bodily injury to Mr. Carranza that occurred within the Western District of Texas.

8. Venue of this cause is proper in the Western District pursuant to 28 U.S.C. §1391(b) because a substantial portion of the events or omissions giving rise to Plaintiffs' claims occurred within the Western District of Texas.

III. FACTS

9. On October 1, 2012, Defendant Wood was driving a school bus owned by Defendant STA during heavy traffic congestion. Defendant Wood failed to maintain a safe distance, and drove the school bus into and on top of a trailer being pulled by Mr. Carranza, then continued forward to collide with Mr. Carranza's vehicle.

10. As a result of Defendant Wood's negligence, Mr. Carranza was seriously injured, and has incurred a significant amount of medical bills, property damage and lost wages.

IV. CAUSES OF ACTION

A. Negligence Against Kimberly Dawn Wood

11. Plaintiff adopts and incorporates all of the allegations contained in paragraphs 1 through 10 herein. All conditions precedent have been met or have occurred. Plaintiff would show that at the time and on the occasion in question, Defendant Wood failed to exercise that degree of care and caution which would have been exercised by a person using ordinary care and caution in the same or similar circumstances.

B. *Respondeat Superior* Liability of Defendant Student Transportation of America, Inc.

12. Plaintiff fully adopts and incorporates all of the allegations contained in paragraphs 1 through 11 herein. All conditions precedent have been met or have occurred. At the time of the Collision, Defendant Wood was the authorized agent, servant, employee or independent contractor of Defendant STA, and was acting on behalf of Defendant STA and in furtherance of Defendant STA's business interests. Accordingly, Defendant STA is liable to Plaintiff for all of the damages herein under the principles of *respondeat superior*. Even if Defendant Wood was not an "employee" of Defendant STA, she was nevertheless a statutory employee of Defendant STA by virtue of her status as an independent owner/operator for Defendant STA.

C. Negligent Hiring, Training, Retention & Supervision Defendant Student Transportation of America, Inc.

13. Plaintiff fully adopts and incorporates all of the allegations contained in paragraphs 1 through 12 herein. All conditions precedent have been met or have occurred. Defendant STA was negligent in hiring Defendant Wood as a commercial motor vehicle driver/operator and

was negligent in retaining Defendant Wood as a commercial motor vehicle driver/operator. Such negligence was a proximate cause of the Collision and Plaintiff's resulting permanent and life-altering injuries. Furthermore, Defendant STA was negligent in failing to properly train and supervise Defendant Wood as a commercial motor vehicle driver/operator. Such negligence was a proximate cause of the Collision and Plaintiff's resulting permanent and life-altering injuries.

V. CLAIM FOR DAMAGES

14. Plaintiff seeks any and all remedies available under Texas and United States law.

VII. ATTORNEY'S FEES

15. As it was necessary for Plaintiffs to hire the undersigned attorney to file this lawsuit, Plaintiff is entitled to an award of attorney's fees and costs including, but not limited to, expert witness fees pursuant to 42 U.S.C. §1988(b) if they prevail.

VIII. JURY REQUEST

16. In compliance with Rule 38, Federal Rules of Civil Procedure, Plaintiff hereby notifies all parties of Plaintiff's request for a jury trial and tender the appropriate fee.

IX. PRAYER FOR RELIEF

17. Plaintiffs hereby ask that Defendants be cited to appear and answer and that Plaintiff be awarded judgment against Defendants for:

- (a) compensatory damages;
- (b) attorney's fees, including expert fees, under 42 U.S.C. §1988;

- (c) pre-judgment interest and post-judgment interest at the highest rate allowable under the law;
- (d) all costs including, but not limited to, any expert fees; and
- (e) all other relief in equity or in law to which Plaintiffs may be entitled.

Respectfully submitted on December 17, 2013.



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